



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the tenancy started on July 1st, 2011. The rent is \$1095.00 per month and the tenant paid a security deposit of \$547.50.

The landlord testified that the tenant has not paid rent since she moved into the unit. In her documentary evidence, she provided a copy of the 10 Day Notice to End Tenancy served on the tenant July 12th, 2011, by posting the notice on the tenant's door.

The tenant did not dispute the landlord's evidence or her testimony. She is aware that she owes rent and stated that she is trying to move out of the unit as soon as possible.

In her application, the landlord filed a monetary claim as follows:

- Unpaid rent for July 2011: \$ 989.00
- Unpaid rent for August 2011: \$1095.00
- Sub-total: \$2084.00

Analysis

Based on the parties' testimony, I find that the tenant owes rent for three months and that her arrears are now totalling \$3179.00.

Section 46(5) of the *Residential Tenancy Act* provides that if a tenant who has received a notice to end tenancy for non-payment of rent does not pay the rent or makes an application for dispute resolution within 5 days, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. The tenant in this matter has not filed an application for dispute resolution and therefore the landlord is entitled to an order of possession.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the order is served upon the tenant.

This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord established a claim of \$3179.00. I authorize the landlord to retain the tenant's \$547.50 security deposit for a balance owing of \$2631.50. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$2681.50.

This Order may be registered in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 20, 2011.

Residential Tenancy Branch